

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE:** Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

**CONTRACT NUMBER:** GS-35F-0186V

**CONTRACT PERIOD:** Feb. 1, 2014 through Jan. 31, 2019

For more information on ordering from Federal Supply go to this website: [www.gsa.gov/schedules](http://www.gsa.gov/schedules)



**CONTRACTOR:** e-Innovative Services Group, LLC  
3500 Boston Street, Suite 316  
Baltimore, Maryland 21224  
(443) 451-2665  
[www.e-isg.com](http://www.e-isg.com)

**CONTRACTOR'S ADMINISTRATION SOURCE:** Alex Barenblitt  
3500 Boston Street, Suite 316  
Baltimore, MD 21224  
Phone number: 443-904-6131  
Fax number: (443) 269-0288  
E-Mail: [alex.barenblitt@e-isg.com](mailto:alex.barenblitt@e-isg.com)

**BUSINESS SIZE:**

**STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF  
STANDARD FORM 279:**

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **14-839-3981**

Block 30: Type of Contractor – **B. Other Small Business**

Block 31: Woman-Owned Small Business - **Yes**

Block 36: Contractor's Taxpayer Identification Number (TIN): **61-1450360**

4a. CAGE Code: **3WYH4**

4b. Contractor **has** registered with the Central Contractor Registration Database.

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<b>SIN</b>	<b>DESCRIPTION</b>
132-8	Purchase of Equipment
132-33	Perpetual Software Licenses
132-34	Maintenance of Software
132-50	Training Courses
132-51	Information Technology Professional Services

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

SIN 132-8	Part # A101	\$ 0.33
SIN 132-33	Part # eEquip!Premise-Ent-limited-license	\$ 8,231.28
SIN 132-34	Part # STND-NS-M&S-PMWB	\$ 400.00
SIN 132-50	Part # VAM-ADMIN-TRNG	\$ 472.58
SIN 132-51	Part # MNTH-CLD-HOST	\$ 150.00

**1c. HOURLY RATES (Services only):**

**Not Applicable**

**2. MAXIMUM ORDER\*:**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

NOTE TO ORDERING ACTIVITIES: \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** The minimum dollar value of orders to be issued is \$250.00.

**4. GEOGRAPHIC COVERAGE** *Domestic delivery*, delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

**5. POINT(S) OF PRODUCTION:** Baltimore, Maryland

**6. DISCOUNT FROM LIST PRICES:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

**7. QUANTITY DISCOUNT(S):** None

**8. PROMPT PAYMENT TERMS:** None

**9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

**9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

**10. FOREIGN ITEMS:** N/A

**11. TIME OF DELIVERY:**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30 Days
132-33	30 Days
132-34	30 Days
132-50	30 Days
132-51	30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**11b. EXPEDITED DELIVERY:** Items available for expedited delivery are noted in this price list.

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS:**

**e-Innovative Services Group, LLC, 3500 Boston Street, Suite 316/MS21 Baltimore, MD 21224**

**13b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

**14. PAYMENT ADDRESS:**

**e-Innovative Services Group, LLC, 3500 Boston Street, Suite 316/MS21 Baltimore, MD 21224**

**15. WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty or generally N/A for services

**16. EXPORT PACKING CHARGES:** Not applicable

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micropurchase level may be inserted by contractor) No thresholds above approved credit limits.

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**  
N/A

**19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** [As Specified Below](#)

**21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

**22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

**23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

**24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 Compliance for Electronic and Information Technology (EIT):**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

### **e-ISG's Section 508 Policy Statement**

E-ISG, Inc. ("E-ISG") is an authorized reseller, and not a manufacturer, of electronic and information technology ("EIT") products and services, neither represents nor warrants that any EIT products or services it distributes are compliant with Section 508 of the Rehabilitation Act Amendments of 1998. To the extent EIT products or services must meet specific technical or functional performance criteria, the procurer of such EIT products or services must seek certification of compliance with Section 508 from the manufacturer. If the manufacturer has provided E-ISG transferable or assignable certificates of compliance, E-ISG will provide these certificates to the procurer of the EIT products or services upon request; however, E-ISG will not warrant any such EIT products or services nor assume liability in the event that such EIT products or services do not perform or comply as stated in the certificates.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25. DUNS NUMBER: 14-839-3981**

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

### **Additional Terms and Conditions for specific SINs:**

## **TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

### **1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

### **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

### 3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

### 4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

E-ISG Personnel typically provides installation and training services as a part of the services offered under SIN 132-51, as shown in the price schedule. These services may be provided remotely via the Internet, or on-site. On-site installation is provided at no additional charge, however travel charges at standard Government travel rates may apply. Should users wish to self-install products, they may do so without voiding warranties, however proper operation of products may be impacted without training, and is not recommended.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services.

For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 3500 Boston Street, Suite 316, Baltimore, MD 21224

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER  
132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (410) 451-2665, ext. 701 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM Eastern Time to 5:00 PM Eastern Time.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

☒ 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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## **2. Software Maintenance as a Service**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **5. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's

permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **6. SOFTWARE CONVERSIONS - (132-32 AND 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to

another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## **7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **8. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

## **5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## **6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

## **7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **8. FORMAT AND CONTENT OF TRAINING**

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g. lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

## **9. "NO CHARGE" TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Webinars are offered to e-ISG clients on a regular basis. These typically cover Asset Management tips, and eQuip! tips.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

### **1. SCOPE**

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES**

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where

performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.



## **9. INDEPENDENT CONTRACTOR**

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract.

Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials

and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### **16. DESCRIPTION OF IT SERVICES AND PRICING**

The services listed in the price list include packages of implementation services provided as bundles, as well as some hourly services offered for on-site delivery of asset management consulting services. The packages of bundled services include (provided or supervised by a CPPS or CPPA certified individual, or equivalent):

#### **Getting Started with Asset Management – Facilities**

- Inspection of the eEquip! installation
- Test the synchronization of Asset Manager Workbench software
- Admin training to cover: use and configuration of scanner, publishing of scanner data to eEquip!
- End user training to cover: day-to-day use of scanner

- Provide an inventory plan template and instruction to the inventory team and provide phone support during the inventory effort
- Master templates for customizing the categories and subcategories forms

### **Getting Started with Asset Management – IT**

- Inspection of the eQuip! installation
- Test the synchronization of Asset Manager Workbench software
- Admin training to cover: use and configuration of scanner, publishing of scanner data to eQuip!
- End user training to cover: day-to-day use of scanner
- Provide an inventory plan template and instruction to the inventory team and provide phone support during the inventory effort
- Master templates for ITIL V3 data collection and IT categories and subcategories

### **Asset Management Implementation - Standard**

- One installation and configuration of eQuip! Network Client, Web Client and Reports
- ONE of the following:
  - 1) Development of operational plan for inventory and asset management. (10 hours)
  - 2) 5 custom reports.or (10 hours)
  - 3) Forms customization using eQuip! Form Designer. Up to 5 forms (10 hours)
  - 4) Data import assistance for 2 data sets (includes some data preparation but may require a team effort)
- Unlimited email support from E-ISG (< 24 hour response) during the period of this Agreement and 30 days beyond this the completion of this agreement
- Unlimited telephone support from E-ISG (9 Hour, 5 Day/Week) during period of this agreement
- One 2-hour user training session of eQuip! including scanner setup and use
- One 2-hour administrative walkthrough of eQuip! demonstrating basic functions

### **Asset Management Implementation – Premium**

- One installation and configuration of eQuip! Network Client, Web Client and Reports
- Development of operational plan for inventory and asset management
- 5 custom reports
- Forms customization
- Data import assistance for 2 data sets
- Unlimited email support from E-ISG (< 24 hour response) during period of this Agreement and 30 days beyond this duration of this agreement
- Unlimited telephone support from E-ISG (9 Hour, 5 Day/Week) during period of this agreement
- One user training session of eQuip! including scanner setup and use and inventory practices and preparation including preparation for data import
- One administrative walkthrough of eQuip! demonstrating basic functions
- Assistance in starting a working group within the purchaser's organization to foster a good asset management Process

**Commercial Job Title: Mentor**

Minimum/General Experience: 1 year of asset management implementation experience including inventory datacapture, inventory team participation and coordination. Requires specific product training on eQuip! or similar asset management data system and data collection devices (e.g. barcode and/or RFID scanners).

Functional Responsibility: Guides users in the collection of asset inventory data, plans data capture schedule, provides advice on data capture techniques.

Minimum Education: High School Diploma or G.E.D., College Credit House approximately equivalent to an Associate's degree, or greater.

**Commercial Job Title: CPPS/CPPA Coordinator**

Minimum/General Experience: 2 years of asset management implementation experience including inventory data capture, inventory team participation and coordination. Requires specific product training on eQuip! or similar asset management data system and data collection devices (e.g. barcode and/or RFID scanners).

Functional Responsibility: Manages the collection of asset inventory data collection, develops asset data capture plan and schedule, provides advice on best practices of asset tracking, asset management, asset data capture.

Minimum Education: Bachelors of Arts or Bachelors of Science, Certification from the National Property Management Association – [www.npma.org](http://www.npma.org) (Certified Professional Property Specialist or Certified Professional Property Administrator) or equivalent certifications from the International Association of IT Asset Management – [www.iaitam.org](http://www.iaitam.org)

**Commercial Job Title: RF Engineer**

Minimum/General Experience:

Functional Responsibility: Conducts Radio Frequency (RF) Site Survey for the purposes of determining the proper types of readers, antennas and tags to meet the requirements of implementing an asset management system within the environment present at the customer location(s).

Minimum Education: Bachelors of Arts or Bachelors of Sciences. Certification from vendor on RFID systems or First Class Communications license